

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO, LOCAL 3696
(Representing Support Staff - Office of the Public Defender)**

And

COUNTY OF COOK

December 1, 2008 through November 30, 2012

Effective December 18, 2012

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between Cook County (hereinafter collectively referred to as the "County" or the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, for and on behalf of Local 3696 AFL-CIO, (hereinafter referred to as the "Union" or "AFSCME").

ARTICLE I **RECOGNITION**

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

Within five (5) days of an employee's hire the Employer will grant the Union an opportunity to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 1.3 Dues Check-off:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions including dental and P.E.O.P.L.E. and the Union sponsored dental plan. The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee. The remitted deduction sent to the Union shall include the name, address, social security number and amount of deduction for each employee.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

Section 1.4 "Fair Share":

1. The Employer shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act. All employees covered by this Agreement will, within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the Employer, either (1) to become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided; however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Thirty (30) days prior to any fair share deductions being made, the Union shall post a notice at all offices where non-members are employed providing the following information:
 - a. When fair share deduction will begin;
 - b. The percentage of dues which will be deducted as the fair share;
 - c. An explanation of how the percentage of fair share dues was calculated;
 - d. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated.
 - e. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Local Labor Relations Board, 160 North LaSalle Street, Suite C-400, Chicago, Illinois 60601, 312-793-6400.
5. Objections to the amount of fair share deductions shall be resolved by the Illinois State Local Labor Relations Board according to its rules and regulations. Should the State Local Labor Relations Board be unable to provide a timely hearing, objections shall be heard by a neutral arbitrator jointly selected by the objectors and the Union. The arbitrator's fees and expenses shall be paid by the Union.
6. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit the fees in an escrow account separate from all other

Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

7. If an ultimate decision in any proceeding under state or federal law directs that the amount of fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.
8. It is understood that if the Union procedure for handling fair share objectors has been subjected to review by the Illinois State Labor Relations Board and found valid under Federal and State Law, that procedure shall be followed by objecting employees.

Section 1.5 Religious Exemptions:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employees will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

Section 1.6 Indemnification:

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.7 Bargaining Unit Work:

1. The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment
2. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
3. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

Section 1.8 Welfare to Work Program:

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.
2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to Welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

ARTICLE II **EMPLOYER AUTHORITY**

Section 2.1 Employer Rights:

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by County elected officials, and any rules and regulations of the Court. The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used, and the discontinuance of any services, material, or equipment, and to institute technological changes and where practicable to train existing employees on new equipment; and, to decide on materials, supplies, and equipment to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications; (h) to establish and/or revise performance standards or norms; (i) to determine lunch and rest periods,

the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce work rules and general requirements and to carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to other positions, and to determine the qualifications and competency of employees to perform available work, except as amended, changed or modified by this Agreement.

Section 2.2 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

Section 2.3 Employee Obligation:

Employees shall conduct themselves in accordance with the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the Department and the judiciary.

ARTICLE III **HOURS OF WORK**

Section 3.1 Regular Work Periods:

The regular work day for a full-time employee shall be eight (8) hours each day, to equal forty (40) hours in a work week. The work week will generally run Monday through Friday.

Section 3.2 Flextime:

Requests by employees for flextime schedules shall be granted where practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor.

Section 3.3 Chief Judge – Constitutional Authority:

This Agreement recognizes that the Chief Judge is empowered by the Constitution of the State of Illinois to set the times and places of holding court and to order extended court hours when necessary. It is understood that employees will comply with any such order.

Section 3.4 Lunch/Break Periods:

Each day a lunch period is allotted as currently practiced by each department to meet operational needs. It is assumed that an employee takes his/her lunch period each day.

Employees are entitled to two (2) non-consecutive fifteen (15) minute breaks as scheduled by the department. Except where agreed to otherwise within the Public Defender's Office, break periods cannot be combined with the lunch period.

Section 3.5 Compensatory Time:

- A. Accrual: It is expected that all assignments can be accomplished during an employee's regularly scheduled work day. However, when operational needs require overtime work, such overtime is subject to the prior approval of the employee's supervisor. Employees

shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked in excess of forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one (1) hour for every hour worked between thirty five (35) and forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked on Saturdays, Sundays and holidays unless said hours are employee's regularly scheduled work hours.

B. Involuntary overtime: When operational needs require, involuntary overtime assignments will be made if Employer is unable to assign overtime work on a voluntary basis. Involuntary assignments will be made within the department on the basis of reverse seniority. Employees receiving involuntary overtime assignments will be eligible for compensatory time in accordance with provisions A and C of this Section.

C. Use: Requests for use of compensatory time must be made as follows:

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the Employer's sole discretion in these situations, employees may be allowed use of compensatory time. Such approval will not be unreasonably withheld.

<u>Amount of Compensatory Time</u>	<u>Request Period</u>
(Calendar Days)	
One day or less	1 day
2 to 3 days	5 days
more than 3 days	10 days

Section 3.6 Compensatory Time Alternative:

Upon prior approval of the supervisor, an employee who performs overtime work may begin another workday later, or leave another workday earlier, to reflect an equal amount of time off as the overtime worked. Scheduling of this change in hours must be approved by the supervisor.

Section 3.7 Docking Provision:

All regular, full time employees must account for the required number of hours in each workweek in order to receive the full salary and commensurate benefits. The accounting of the regular hours may be in the form of actual time worked and approved leave time, i.e., holidays and use of accrued vacation, personal, sick and compensatory time.

Time not worked due to late arrival, extended lunch break, or early departure will not count toward the required hours of the workweek. Unless the time not worked during the approved work hours is recovered through supervisor approved additional work generally in the same workweek, the employee will be docked for the time not worked.

The recovery of the lost time described above and the docking for hours not worked are not in lieu of the discipline process which will ensue when the work hour's policy is not followed.

ARTICLE IV

SENIORITY

Section 4.1 Probationary Periods:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months after completion of initial training. The probationary period may be extended for six (6) months following the initial probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 4.2 Definition of Seniority:

For full time employees, seniority is an employee's length of most recent continuous employment in the Public Defender's Office since his/her last hiring date less any time off for a period exceeding thirty (30) calendar days.

For part time employees, seniority is an employee's pro-rated length of most recent continuous employment in the office since his/her last hiring date less anytime off for a period exceeding thirty (30) calendar days.

For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

Section 4.3 Seniority List:

On December 1st and June 1st of each year, the Employer will furnish the Union a list showing the name, number, address, classification and first hiring date of each employee. The Public Defender shall post a similar list without employee addresses. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the Public Defender/Designee of any error in his/her last hiring date as it appears on that list or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Public Defender as provided herein provided that no changes in the hiring dates furnished in the original list will be permitted.

Section 4.4 Termination of Seniority:

- A. An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of one (1) of the following:
 - 1. Resignation or retirement; or
 - 2. Discharge for just cause.
- B. Termination is immediate and implied upon the occurrence of one of the following:

1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
2. Failure to report to work at the termination of leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
3. Absence from work because of layoff or any other reason for twenty-four (24) months, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
4. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
5. Engaging in gainful employment while on an authorized leave of absence.

ARTICLE V **HOLIDAYS**

Section 5.1 Regular Holidays:

The following are regular holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Presidents' Day
Pulaski Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

It is the intent of the Employer that all salaried employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

In addition to the above, any other week day or part of a week day shall be considered a holiday when so designated by the Employer.

Floating Holiday:

- (a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1st of each year, which must be used by the employee between December 1st and November 30th. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Such request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1st and the employer failed to grant one (1) of the three (3) days requested.
- (b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 5.2 Holiday in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 5.3 Work on a Holiday:

Assignments to work on a holiday shall be rotated equally among all members of the job classification of the department who would normally be assigned to such work.

ARTICLE VI **VACATIONS**

Section 6.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one (1) year of service with Employer, including service mentioned in paragraph E of this Section, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru ---	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial day of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to

0.7693 per pay period. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per pay period.
- D. Employees may use only such vacation leave as has been earned and accrued.
- E. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, shall be the same as if employment had continued without interruption by military Service.
- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

Section 6.2 Vacation Preference and Scheduling:

- A. Subject to operational needs, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested, first granted basis. Where two (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.
- B. Requests for vacation time shall be made in the following manner:

Amount of Vacation Time

Request Period
(Work Days)

1 day or less
2 to 3 days
more than 3 days

1 day
5 days
10 days

All requests must be made on the appropriate department form and submitted to the supervisor for consideration.

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the Employer's sole discretion in these situations, employees may be allowed use of vacation leave. Such approval will not be unreasonably withheld.

- C. Emergency Vacation - Vacation time may be used as emergency sick time if it can be demonstrated to management that a satisfactory reason exists for said employee having exhausted his/her sick time. Such reasons are limited to recent return from parental leave; recent return from an extended illness; and recent return from caring for an immediate family member with an extended illness. Documentation from a physician may be required. In most instances, recent return shall be defined as sixty (60) calendar days.

ARTICLE VII
WELFARE BENEFITS

Section 7.1 Hospitalization Insurance; Employee Contributions:

- A. The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with AFSCME Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health benefits insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases scheduled to go into effect on June 1, 1994, and January 1, 1995, AFSCME Council 31 members shall receive the more favorable treatment as well.

- C. The Employer will provide a mail order prescription Program as set forth in Appendix C.
- D. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.
- E. Dependent children shall be eligible for health insurance benefits in accordance with applicable federal and state law.

Section 7.2 Sick Leave:

- A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.
- E. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 7.3 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/9.

Section 7.4 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day of the following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 7.5 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 7.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 7.7 Vision Plan:

All employees shall be eligible to participate at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 7.8 Hospitalization - New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 7.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 7.10 Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 7.11 Insurance Coverage:

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 7.12 Insurance Opt Out:

Effective the first full pay period after December 1st of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt out program.

Section 7.13 Personal Support Program (PSP):

In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program (PSP). Effective approval of this agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

The Union and Cook County share a mutual interest in improving bargaining unit member's knowledge of available employee services. The parties therefore agree to work together to

increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the PSP.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's PSP is an acceptable option.

ARTICLE VIII **ADDITIONAL BENEFITS**

Section 8.1 Bereavement Leave:

In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days' pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 8.2 Personal Days:

All employees, except those in per diem status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ($\frac{1}{2}$) day at a time. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively or in conjunction with other benefit days as approved by the supervisor. Request for use of consecutive personal days or combining personal days with other benefit days, excluding sick days, shall be made in accordance with the Vacation Preference and Scheduling section of this agreement. Additionally, two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back at the rate of future accrual.

Employees must complete and submit the designated appropriate form for approval of personal day use to their supervisor no less than two (2) working days prior to use, unless an emergency

situation arises which prevents such request. Severance of employment shall terminate all rights to accrued personal days.

Section 8.3 First Personal Day:

The first personal day accrued each year may be banked for use in one quarter (¼) day increments at future times during the year.

Section 8.4' School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq..

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1 Use of Benefit Time:

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

Section 9.2 Regular Leave:

An employee may be granted a leave of absence without pay by the Public Defender. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Public Defender for approval. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 9.3 Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical purposes pursuant to the Cook County Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 9.4 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

Section 9.5 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 9.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 9.6 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 9.7 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 9.3 of this Article provided that it will not seriously affect the performance of the office.

Elected delegates will be permitted to attend a national and/or State AFSCME convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for national and/or state conventions.

Convention delegates as per the following per local:

Less than 100 - 1
Less than 200 - 2
Less than 300 - 3
Less than 400 - 4

One (1) per additional thousand or fraction thereof.

Section 9.8 Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 9.9 Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 9.10 Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed on any officer or employee of the Public Defender. However, any compensation must therefore be turned over to the Comptroller of Cook County by said officer or employee.

Section 9.11 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring such time off shall notify his/her supervisor at least two (2) work days prior to Election Day. The employee's supervisor will arrange the exact hours of intended absence according to operational needs.

Section 9.12 Approval of Leave:

No request for a leave, as defined in Section 9.2 and 9.4 of this Article, will be considered unless approved by the Public Defender and such approval shall not be granted, if in Employer's judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

Section 9.13 Change of Anniversary Date:

Absence from County service on leave of any kind without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days by employees with less than one (1) year's seniority, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

ARTICLE X
DISCIPLINE PROCEDURES

Section 10.1 Use of Discipline:

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 10.2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

Section 10.2 Types of Discipline:

- A. The Employer may only impose the following types of discipline:
 - 1. Verbal Reprimand
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Discharge
- B. An employee shall not be demoted for disciplinary reasons.
- C. Discipline shall be imposed in a timely manner.

Section 10.3 Investigatory Meeting:

The Employer shall notify the Union as well as the Employee of such meeting and the reason for the meeting.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request.

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

Section 10.4 Pre-disciplinary Meeting:

- A. **Purpose:** Prior to the imposition of suspension or discharge, the Public Defender/Designee shall convene a pre-disciplinary meeting. The Department head/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Public Defender, after presenting all known evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against him/her.
- B. **Representation:** The employee is entitled to have a Union representative present at the pre-disciplinary meeting if the employee so requests. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active participant.
- C. **Extensions:** Reasonable requests for extensions of time for rebuttal purposes may be allowed by the Public Defender/Designee.
- D. **Notices:** The Public Defender/Designee will notify the employee of the date of the Pre-Disciplinary meeting. Not less than two (2) working days prior to the meeting date, the Public Defender/Designee will provide the employee and the Union with the date, time and location of the meeting, the reason(s) for the contemplated disciplinary action, and the names of relevant witnesses and copies of pertinent documents.

Section 10.5 Verbal and Written Reprimands:

In cases of verbal and written reprimands, the Public Defender/Designee must inform the employee that he/she is receiving a verbal or written reprimand and provide the employee with the reasons for such discipline. An employee shall have the right to Union representation at the issuance of written reprimand. The employee shall be given the names of witnesses and copies of pertinent documents. A copy of the verbal or the written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 10.7 of this Article.

Section 10.6 Notification of Disciplinary Action:

In the event that disciplinary action is imposed, the Employer shall promptly furnish the employee and the Union a clear and concise statement describing the discipline and the reasons for such discipline. Once discipline is imposed it shall not be increased.

Section 10.7 Removal of Discipline:

Verbal reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

Section 10.8 Temporary Suspension:

When the Employer believes that the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. Temporary suspension shall only last up to forty-five (45) calendar days for actions not involving criminal charges. Where criminal charges are pending against the employee, temporary suspension will last until resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

The first fourteen (14) calendar days of temporary suspension shall be without pay. An employee may use accrued vacation, personal and compensatory time after the first fourteen (14) days of temporary suspension has elapsed.

If no disciplinary action is issued by the Employer, the employee shall be reinstated, reimbursed for lost salary and accrued leave and the record of the temporary suspension shall be removed from the personnel file. If the length of the temporary suspension exceeds the disciplinary action given, the employee shall be reimbursed for the difference in salary and accrued leave.

If the employee is placed on temporary suspension exceeding forty five (45) days, that employee may file a grievance for the sole purpose of determining whether continued temporary suspension is reasonable.

Resolution of this grievance shall not waive an employee's right to grieve any discipline ultimately issued.

ARTICLE XI **GRIEVANCE PROCEDURES**

Section 11.1 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two (2) and Three (3) to the Public Defender or her designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 11.2 Representation:

Only the aggrieved employee(s) and/or representatives of the union may present grievances. Employees may take up grievances through Steps One (1) to Four (4) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two (2) or Step Three (3) by mutual agreement. All employees involved in a grievance must be named by Step Two (2).

Section 11.3 Grievance Procedure Steps:

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<u>STEP:</u>	<u>LIMIT THIS STEP:</u> (Calendar Days)	<u>TO WHOM SUBMITTED:</u>	TIME LIMITS	
			<u>MEETING</u> (Wk. Days)	<u>RESPONSE</u> (Wk. Days)
1	21	Imm Suprv.	10	10
2	10	Pub. Def./ Designee	15	15
3	20	Employer/ Designee	20	25
4	30	Impartial Third Party	30	30

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

The Employer and Union representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

Section 11.4 Advance Step Filing:

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

Section 11.5 Time Limits:

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

Section 11.6 Stewards:

The union will advise the Public Defender/Designee in writing of the names of the Stewards in each worksite with the Public Defender and shall notify the Public Defender/Designee promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without a loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not interfere with their work performance. On each occasion, stewards will obtain approval from their supervisor or an appropriate supervisor before leaving their work assignment or area. Such approval will not be unreasonably withheld. Stewards will only handle grievances at their own work location. In the event a work location does not have a steward, a steward from the work site closest to the grievance location will process the grievance.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed one day with pay and one day without pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Nothing shall prevent an employee from using accumulated benefit time to cover such absences. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Public Defender/Designee in a manner suitable to the Public Defender/Designee and on each occasion will first secure the approval of the Public Defender/Designee to enter and conduct their business so as not to interfere with the operation of the Public Defender. Such right of entry shall at all times be subject to general Public Defender rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

The Union and the Employer shall meet within thirty (30) days after the effective date of this agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If the Union is not satisfied with the Step Three (3) answer, it may within thirty (30) days after receipt of the Step Three (3) answer submit in writing to the Employer/Designee notice that the grievance is to enter impartial arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer/Designee and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Public Defender/Designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Public Defender/Designee and the Union. Such issues will be confined to those brought up at the previous disposition. All other issues are waived. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the Arbitrator made in compliance with the foregoing shall be final; shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by Cook County and the Union.

Section 11.9 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;

If the Union is not satisfied with the Step Three (3) answer, it may within thirty (30) days after receipt of the Step Three (3) answer submit in writing to the Employer/Designee notice that the grievance is to enter impartial arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer/Designee and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Public Defender/Designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Public Defender/Designee and the Union. Such issues will be confined to those brought up at the previous disposition. All other issues are waived. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the Arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by Cook County and the Union.

Section 11.9 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;

- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

Section 11.10 Grievance Procedure and Arbitration:

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

ARTICLE XII
CONTINUITY OF OPERATION

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;

- c. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XIII
FILLING OF VACANCIES

Section 13.1 Posting - Chief Judge:

Each department will post new positions for bidding by employees at all work sites for a period of ten (10) work days. Such posting shall state the grade, job title, salary, assignment and skills required for the posted position. Only bids made within the ten (10) working day period will be honored.

Vacancies which occur from existing positions need not be posted, but rather shall be filled from a permanent bid list described below and shall be in accordance with the section on priority.

Section 13.2 Permanent Bid List - Chief Judge:

Employees may at any time request a transfer or promotion whether or not a position is currently available. Such request will be submitted via a "Filling of Vacancy Request Form" prepared by the Employer.

An Employee's request for a transfer or a promotion shall be submitted to the Personnel Office. The Personnel Office shall maintain filling of vacancy request forms for that Department.

Bids will be valid for one (1) year. Upon expiration, an applicant may resubmit said bid. A quarterly bid list will be provided to the Union (January, April, July and October).

The Employer shall provide a current list to the Union of all budgeted positions that currently exist and on each occasion that a newly budgeted position is created, the Union shall receive same.

Section 13.3 Transfer and Promotions - Office of the Public Defender:

When the Public Defender deems a position vacant, notice of such vacancy shall be posted electronically, if possible, and at all work sites and shall identify the work site, classification, duties and grade. Each notice of vacancy shall remain posted for a period of fourteen (14) business days. Only those employees who submit bids for specific posted vacancies during the posting period shall be eligible to fill the vacancy. Applications for one posting shall not carry over to other posting.

The Employer will continue to work toward a reasonable transition to an all electronic posting system when available. Such system shall include provisions for reasonable access for all employees.

The Employer will provide the Union with the list of bidders and their seniority date and identify the successful bidder(s) as vacancies are filled within thirty (30) calendar days.

Vacancies shall be filled in the following priority:

1. Promotion/transfer within the department
2. Recall from layoff within the department
3. Applicants from outside the bargaining unit

Promotion and transfer applicants have identical priority and will be considered equally for the filling of vacancies.

Bargaining unit members must be in a position for at least six (6) months to be eligible for a promotion/transfer.

Section 13.4 Testing:

When tests are required, bidders will be eligible to be tested either at the time the vacancy occurs or on a semi-annual basis, at the discretion of the individual department. The tests shall relate to the job skills required for the position including, but not limited to spelling, typing, math and stenography. An applicant may use previous test results from another bid if applicable. However, test results are good for one (1) year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department.

When a test is required to fill a position, the applicant will be contacted and informed of his/her test score.

Section 13.5 Interview:

Some positions may require an interview. Responses to only job related questions shall be considered.

Section 13.6 Filling of Vacancy Criteria:

Vacancies will be filled by the most qualified applicant based on the totality of the following: skills tests, expertise in the particular area, performance appraisals, education, employment history and when applicable, the interview. In the event the qualifications are relatively equal, seniority will control.

Section 13.7 Reduction in Work Force:

Should it become necessary to decrease the number of employees, the employees shall be removed in inverse order of seniority with the Public Defender's Office. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. Employees shall be recalled in order of seniority with the Public Defender's Office.

In the event there is an elimination of positions within any location, unit, or department, the positions eliminated will be identified

Employees laid off, as a result of this procedure, shall be subject to recall in accordance with Section 13.3 of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

All of the above is conditioned upon the employee's ability and fitness to perform the job.

Section 13.8 Transfer of Stewards:

Employees acting as Union stewards shall not be transferred from their job classification or departments because of their activities on behalf of the Union. For any transfers of Union stewards from their job classifications or departments, other than in an emergency, notification will be given to the Union in advance of any such transfers.

ARTICLE XIV
HEALTH AND SAFETY

Section 14.1 General:

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 14.2 below.

Section 14.2 Health and Safety Committee:

The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

Section 14.3 Video Display Terminals:

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals ("VDTs") and their effect on the health and safety of the operators.

The Employer agrees that employees who operate VDTs will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such adjustment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Section 14.4 Communicable Diseases:

The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the Employer agrees as follows:

- A. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
- B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.
- C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substance, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. A TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee.

Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a comprehensive policy/policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for

the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

ARTICLE XV

EDUCATIONAL BENEFITS

Section 15.1 Educational Fund:

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all AFSCME bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit.

Section 15.2 Employee Development and Training:

The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this Agreement. If such changes occur, the Employer shall give primary consideration to the Employer's operation. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

ARTICLE XVI

UPWARD MOBILITY PROGRAM

Section 16.1 Goals and Priorities:

It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employers and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities through the establishment of an Upward Mobility Program.

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services.

Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME bargaining unit employees.

ARTICLE XVII

JOB CLASSIFICATIONS

Section 17.1 Job Classification /Job Audits:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Upon request by the Union, and after the effective date of this Agreement, unless otherwise mutually agreed upon by the parties, the County shall conduct a job audit of those employees identified by the Union as working outside their job classification. The job audits shall be conducted within a reasonable period of time after the requests are made. The results of such job audits shall be made known to the Union within sixty (60) calendar days after the audit is completed.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Section 18.2 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practical. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or another applicable statute.

Section 18.3 Bulletin Boards:

The Employer will make a bulletin board available for the use of the Union in non-public locations at all major worksites. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Public Defender/Designee for approval and posting. The items posted shall not be political, partisan or defamatory in nature.

Section 18.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State laws or local ordinance now existing or hereinafter enacted, such invalidity or unenforceable shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 18.5 Courses and Conferences:

In recognition of the value of continuing education for both the professional development of employees and the quality and reputation of the Office, the Employer may approve employees' requests to attend courses and conferences related to the employee's work and may reimburse any reasonable costs subject to staffing and budgetary considerations. The opportunity to attend such courses or conferences shall be offered to employees in accordance with operational needs.

The Employer shall pay for reasonable costs related to attendance at courses and conferences where an employee is required to attend at the request of the Employer.

Section 18.6 Labor Management Committee:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet quarterly through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 18.7 Meeting Rooms:

Upon prior approval, the Employer agrees to make available conference and meeting rooms for union meetings unless to do so would interfere with the operational needs of the Employer. Employees may only attend meetings during non-working time.

Section 18.8 Personnel Files:

At least twice per year, upon written request to the Department of Personnel Office, an employee may inspect his/her personnel file in the presence of Employer/Designee at any time mutually acceptable to the employee and Employer.

The Employer shall maintain personnel records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq..

Section 18.9 Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. The Employer will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such

contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 18.10 Dual Employment:

Employees are subject to Employer's current policies as reflected by the Executive Order of the President of the Cook County Board.

Section 18.11 Personnel Manual:

It is understood that employees are subject to the policies, procedures, terms and conditions of employment as outlined in the Department Personnel Manuals, except as where modified or amended by this Agreement.

Section 18.12 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

Section 18.13 Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 18.14 Information Provided to Union:

The Employer shall monthly notify the Union in writing as to the following transactions involving bargaining unit employees within each division, if available in the Employer's record: new hires, promotions, check-off revocations, leaves, demotions, layoffs, reinstatements, suspension, returns from leave, retirements, resignations, terminations, discharges, social security numbers and any other information mutually agreed to by the parties. AFSCME Council 31 shall, upon request, receive such information on computer tape, where available.

Section 18.15 Direct Deposit:

The County will implement's direct deposit program to the bank of the employee's choice when it is capable of doing so, however, in no event later than January 1, 1998. The receiving bank must be capable of receiving direct deposit.

Section 18.16 Tax Shelters:

Effective June 1, 1994, the Employer agrees to set up segregated IRS accounts for child care expenses, medical expenses, and insurance premium contributions.

Section 18.17 Contract Implementation:

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

Section 18.18 Mass Transit Benefit Program:

As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

Section 18.19 Personnel Rule Changes:

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

ARTICLE XIX
RATES OF PAY

Section 19.1 General Increases:

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period, on or after January 1, 2011	2.25%
Effective with the first full pay period, on or after June 1, 2012	3.75%

Section 19.2 Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

ARTICLE XX
DURATION

Section 20.1 Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

Section 20.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail, if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Avenue, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 18th day of December, 2012

COUNTY OF COOK:

By:

Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:

David D. Orr

DAVID D. ORR
Cook County Clerk

UNION: American Federal of State, County and Municipal Employees (AFSCME)
Council 31 for in and on behalf of Local 3696:

David W. Jones

Joseph C. Coker

Elizabeth Randall

Walter P. Jones

Shirley Williams

Vanessa Nash

APPROVED
BY THE BOARD OF COOK
COUNTY COMMISSIONERS

DEC 18 2012

COM _____

Effective June 1, 2012

SCHEDULE I-AFSCME
BUREAU OF HUMAN RESOURCES
AFSCME MEMBERS ONLY

<u>GD</u>	ENTRY RATE	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1		
								YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
9	Hourly	13,769	14,354	14,964	15,601	16,264	17,676	18,161	18,525	19,451
	Bi-Weekly	1,101.52	1,148.32	1,197.12	1,248.08	1,301.12	1,414.08	1,452.88	1,482.00	1,556.08
	Annual	28,639	29,856	31,125	32,450	33,829	36,766	37,774	38,532	40,458
10	Hourly	14,749	15,376	16,029	16,710	17,420	18,933	19,454	19,843	20,835
	Bi-Weekly	1,179.92	1,230.08	1,282.32	1,336.80	1,393.60	1,514.64	1,556.32	1,587.44	1,666.80
	Annual	30,677	31,982	33,340	34,756	36,233	39,380	40,464	41,273	43,336
11	Hourly	15,823	16,495	17,197	17,927	18,688	20,312	20,871	21,288	22,352
	Bi-Weekly	1,265.84	1,319.60	1,375.76	1,434.16	1,495.04	1,624.96	1,669.68	1,703.04	1,788.16
	Annual	32,911	34,309	35,769	37,288	38,871	42,248	43,411	44,279	46,492
12	Hourly	16,945	17,667	18,418	19,200	20,016	21,753	22,352	22,799	23,939
	Bi-Weekly	1,355.60	1,413.36	1,473.44	1,536.00	1,601.28	1,740.24	1,788.16	1,823.92	1,915.12
	Annual	35,245	36,747	38,309	39,936	41,633	45,246	46,492	47,421	49,793
13	Hourly	18,149	18,920	19,724	20,562	21,437	23,297	23,938	24,417	25,638
	Bi-Weekly	1,451.92	1,513.60	1,577.92	1,644.96	1,714.96	1,863.76	1,915.04	1,953.36	2,051.04
	Annual	37,749	39,353	41,025	42,768	44,588	48,457	49,791	50,787	53,327
14	Hourly	19,485	20,314	21,177	22,077	23,015	25,013	25,700	26,215	27,526
	Bi-Weekly	1,558.80	1,625.12	1,694.16	1,766.16	1,841.20	2,001.04	2,056.00	2,097.20	2,202.08
	Annual	40,528	42,253	44,048	45,920	47,871	52,027	53,456	54,527	57,254

GD	ENTRY RATE	AFTER 2				AFTER 1			AFTER 1		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	
15	Hourly Bi-Weekly Annual	20,977 1,678.16 43,632	21,868 1,749.44 45,485	22,798 1,823.84 47,419	23,766 1,901.28 49,433	24,776 1,982.08 51,534	25,830 2,066.40 53,726	26,927 2,154.16 56,008	27,668 2,213.44 57,549	28,222 2,257.76 58,701	29,632 2,370.56 61,634
16	Hourly Bi-Weekly Annual	22,519 1,801.52 46,839	23,476 1,878.08 48,830	24,473 1,957.84 50,903	25,512 2,040.96 53,064	26,596 2,127.68 55,319	27,727 2,218.16 57,672	28,906 2,312.48 60,124	29,701 2,376.08 61,778	30,295 2,423.60 63,013	31,810 2,544.80 66,164
17	Hourly Bi-Weekly Annual	24,166 1,933.28 50,265	25,193 2,015.44 52,401	26,263 2,101.04 54,627	27,380 2,190.40 56,950	28,543 2,283.44 59,369	29,757 2,380.56 61,894	31,021 2,481.68 64,523	31,874 2,549.92 66,297	32,512 2,600.96 67,624	34,137 2,730.96 71,004
18	Hourly Bi-Weekly Annual	25,886 2,070.88 53,842	26,985 2,158.80 56,128	28,133 2,250.64 58,516	29,328 2,346.24 61,002	30,574 2,445.92 63,593	31,874 2,549.92 66,297	33,229 2,658.32 69,116	34,142 2,731.36 71,015	34,826 2,786.08 72,438	36,567 2,925.36 76,059
19	Hourly Bi-Weekly Annual	28,393 2,271.44 59,057	29,601 2,368.08 61,570	30,859 2,468.72 64,186	32,170 2,573.60 66,913	33,537 2,682.96 69,756	34,964 2,797.12 72,725	36,449 2,915.92 75,813	37,452 2,996.16 77,900	38,201 3,056.08 79,458	40,112 3,208.96 83,432
20	Hourly Bi-Weekly Annual	31,179 2,494.32 64,852	32,504 2,600.32 67,608	33,886 2,710.88 70,482	35,326 2,826.08 73,478	36,827 2,946.16 76,600	38,392 3,071.36 79,855	40,024 3,201.92 83,249	41,124 3,289.92 85,537	41,947 3,355.76 87,249	44,044 3,523.52 91,611
21	Hourly Bi-Weekly Annual	34,264 2,741.12 71,269	35,721 2,857.68 74,299	37,239 2,979.12 77,457	38,821 3,105.68 80,747	40,471 3,237.68 84,179	42,191 3,375.28 87,757	43,984 3,518.72 91,486	45,194 3,615.52 94,003	46,097 3,687.76 95,881	48,402 3,872.16 100,676
22	Hourly Bi-Weekly Annual	37,602 3,008.16 78,212	39,199 3,135.92 81,533	40,865 3,269.20 84,999	42,602 3,408.16 88,612	44,412 3,552.96 92,376	46,299 3,703.92 96,301	48,268 3,861.44 100,397	49,595 3,967.60 103,157	50,586 4,046.88 105,218	53,116 4,249.28 110,481

<u>GD</u>	ENTRY RATE	AFTER 2					AFTER 1		
		1st	2nd	3rd	4th	5th	YR AT 1ST LONGEVITY RATE & 10 YRS SVC	YR AT 2ND LONGEVITY RATE & 15 YRS SVC	YR AT 3RD LONGEVITY RATE & 20 YRS SVC
		STEP	STEP	STEP	STEP	STEP			
23	Hourly	39,438	41,115	42,862	44,684	46,583	50,627	53,059	55,713
	Bi-Weekly	3,155.04	3,289.20	3,428.96	3,574.72	3,726.64	4,050.16	4,244.72	4,457.04
	Annual	82,031	85,519	89,152	92,942	96,892	105,304	110,362	115,883

Effective January 1, 2011

SCHEDULE I-AFSCME
BUREAU OF HUMAN RESOURCES
AFSCME MEMBERS ONLY

GD	ENTRY RATE	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERV	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERV	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERV
9	Hourly	13,271	13,835	15,037	15,676	16,343	17,037	17,505	17,855	18,748
	Bi-Weekly	1,061.68	1,153.84	1,202.96	1,254.08	1,307.44	1,362.96	1,400.40	1,428.40	1,499.84
	Annual	27,603	28,776	31,276	32,606	33,993	35,436	36,410	37,138	38,995
10	Hourly	14,216	14,820	16,106	16,790	17,504	18,249	18,751	19,126	20,082
	Bi-Weekly	1,137.28	1,185.60	1,288.48	1,343.20	1,400.32	1,459.92	1,500.08	1,530.08	1,606.56
	Annual	29,569	30,825	33,500	34,923	36,408	37,957	39,002	39,782	41,770
11	Hourly	15,251	15,899	17,279	18,013	18,779	19,578	20,117	20,519	21,544
	Bi-Weekly	1,220.08	1,271.92	1,382.32	1,441.04	1,502.32	1,566.24	1,609.36	1,641.52	1,723.52
	Annual	31,722	33,069	35,940	37,467	39,060	40,722	41,843	42,679	44,811
12	Hourly	16,333	17,028	18,506	19,293	20,113	20,967	21,544	21,975	23,074
	Bi-Weekly	1,306.64	1,362.24	1,480.48	1,543.44	1,609.04	1,677.36	1,723.52	1,758.00	1,845.92
	Annual	33,972	35,418	38,492	40,129	41,835	43,611	44,811	45,708	47,993
13	Hourly	17,493	18,236	19,819	20,662	21,540	22,455	23,073	23,534	24,711
	Bi-Weekly	1,399.44	1,458.88	1,585.52	1,652.96	1,723.20	1,796.40	1,845.84	1,882.72	1,976.88
	Annual	36,385	37,930	41,223	42,976	44,803	46,706	47,991	48,950	51,398
14	Hourly	18,781	19,580	21,279	22,183	23,126	24,109	24,771	25,267	26,531
	Bi-Weekly	1,502.48	1,566.40	1,702.32	1,774.64	1,850.08	1,928.72	1,981.68	2,021.36	2,122.48
	Annual	39,064	40,726	44,260	46,140	48,102	50,146	51,523	52,555	55,184

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC		AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC		AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
15	Hourly Bi-Weekly Annual	20,219 1,617.52 42,055	21,078 1,757.92 45,705	22,907 1,832.56 47,646	23,880 1,910.40 49,670	24,896 1,991.88 51,783	25,954 2,076.32 53,984	26,688 2,133.44 55,469	27,202 2,176.16 56,580	28,561 2,284.88 59,406	30,660 2,452.80 63,772	32,903 2,632.24 68,438
16	Hourly Bi-Weekly Annual	21,705 1,736.40 45,146	23,588 1,887.04 49,063	24,590 1,967.20 51,147	25,635 2,050.80 53,320	26,725 2,138.00 55,588	27,861 2,228.88 57,950	28,627 2,290.16 59,544	29,200 2,336.00 60,736	30,660 2,452.80 63,772	32,903 2,632.24 68,438	35,245 2,819.60 73,309
17	Hourly Bi-Weekly Annual	23,293 1,863.44 48,449	25,314 2,025.12 52,653	26,390 2,111.20 54,891	27,511 2,200.88 57,222	28,681 2,294.48 59,656	29,900 2,392.00 62,182	30,722 2,457.76 63,901	31,337 2,506.96 65,180	32,903 2,632.24 68,438	35,245 2,819.60 73,309	38,662 3,092.96 80,416
18	Hourly Bi-Weekly Annual	24,950 1,996.00 51,896	27,116 2,169.28 56,401	28,268 2,261.44 58,797	29,469 2,357.52 61,295	30,722 2,457.76 63,901	32,028 2,562.24 66,618	32,908 2,632.64 68,448	33,567 2,685.36 69,819	35,245 2,819.60 73,309	38,662 3,092.96 80,416	42,452 3,396.16 88,300
19	Hourly Bi-Weekly Annual	27,367 2,189.36 56,923	29,744 2,379.52 61,867	31,007 2,480.56 64,494	32,325 2,586.00 67,236	33,700 2,696.00 70,096	35,132 2,810.56 73,074	36,098 2,887.84 75,083	36,820 2,945.60 76,585	38,662 3,092.96 80,416	42,452 3,396.16 88,300	46,653 3,732.24 97,038
20	Hourly Bi-Weekly Annual	30,052 2,404.16 62,508	32,661 2,612.88 67,934	34,049 2,723.92 70,821	35,496 2,839.68 73,831	37,004 2,960.32 76,988	38,577 3,086.16 80,240	39,638 3,171.04 82,447	40,431 3,234.48 84,096	42,452 3,396.16 88,300	46,653 3,732.24 97,038	51,196 4,095.68 106,487
21	Hourly Bi-Weekly Annual	33,026 2,642.08 68,694	35,893 2,871.44 74,657	37,418 2,993.44 77,829	39,008 3,120.64 81,136	40,666 3,253.28 84,585	42,394 3,391.52 88,179	43,560 3,484.80 90,604	44,431 3,554.48 92,416	46,653 3,732.24 97,038	51,196 4,095.68 106,487	55,406 4,495.04 115,931
22	Hourly Bi-Weekly Annual	36,243 2,899.44 75,385	39,388 3,151.04 81,927	41,062 3,284.96 85,408	42,807 3,424.56 89,038	44,626 3,570.08 92,822	46,523 3,721.84 96,767	47,802 3,824.16 99,428	48,758 3,900.64 101,416	51,196 4,095.68 106,487	55,406 4,495.04 115,931	59,406 4,800.16 120,737

<u>GD</u>		<u>ENTRY</u> <u>RATE</u>	<u>1st</u> <u>STEP</u>	<u>2nd</u> <u>STEP</u>	<u>3rd</u> <u>STEP</u>	<u>4th</u> <u>STEP</u>	<u>5th</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u> <u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u> <u>YRS SERV</u>	<u>AFTER 1</u> <u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u> <u>YRS SERV</u>	<u>AFTER 1</u> <u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE & 20</u> <u>YRS SERV</u>
23	Hourly	38.013	39,629	41,313	43,069	44,899	46,807	48,797	50,138	51,141	53,699
	Bi-Weekly	3,041.04	3,170.32	3,305.04	3,445.52	3,591.92	3,744.56	3,903.76	4,011.04	4,091.28	4,295.92
	Annual	79,067	82,428	85,931	89,583	93,389	97,358	101,497	104,287	106,373	111,693

APPENDIX A
AFSCME 3696

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
0172	9	Bookkeeper II
0904		Clerk II
0905		Clerk III
0906		Clerk IV
1581		Collection Invest. I
0953		Data Entry Operator I
0954		Data Entry Operator II
0982		Microfilm Operator I
0983		Microfilm Operator II
0932		Stenographer I
0933		Stenographer II
0934		Stenographer III
0938		Typist II
0940		Typist III
1003	10	Telephone Operator III
0227		Cashier II
1582		Collection Invest. II
0173	11	Bookkeeper III
0907		Clerk V
0935		Stenographer IV
0955		Data Entry Operator III
0046	12	Administrative Asst. I
0270		Statistician I
0228		Cashier III
0936	13	Stenographer V
0142		Accountant II
0047	14	Administrative Asst. II
0143	15	Accountant III
0048	16	Administrative Asst. III

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
PLAN LIMITS AND MAXIMUMS: Individual Deductible * Family Deductible * Ind. Out of Pocket Max * Fam. Out of Pocket Max * Lifetime Maximum * Annual Basis		None None None None Unlimited	\$0 / \$200 \$0 / \$400 \$1,000 ** / \$3,000 ** \$2,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	\$125 / \$250 \$250 / \$500 \$1,500 ** / \$3,000 ** \$3,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance		None	90% / 60% *** *** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.	

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
Non-Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)		1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

Employee Contributions Effective June 1, 2008

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

*** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics Lifetime Maximum	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum* \$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any

difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

SIDE LETTER
OF AGREEMENT BETWEEN
COOK COUNTY AND
AFSCME COUNCIL 31

RESIDENCY

The Union and Cook County agree that the outcome of the dispute between AFSCME and the Employers over the residency requirement shall be governed by the outcome of the litigation currently pending between the County and other labor organizations.

For AFSCME Council 31

For The County

Side Letter
Travel Reimbursement Policy

Cook County and AFSCME Council 31, AFSCME locals 1111, 1178, 1276, 1767, 2226, 3315, 3477, 3486, 3692, 3696, 3958, and 3969 agree that Cook County will recommend to the Cook County Board of Commissioners that the following revision of the Cook County Travel Reimbursement Policy be made.

Current Language:

The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

Proposed Revision:

In order to be eligible for reimbursement, the employee must submit the Transportation Expense Voucher by no later than the 20th day of the month following the month in which the travel expense was incurred unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances. The Transportation Expense Voucher shall then be reviewed and approved by the Department Head or a designated representative, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate. The Department must submit the Travel Expense Voucher to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period, as described above, will not be denied reimbursement for failure of the Department to timely submit the voucher to the Comptroller's office. A copy of the Transportation Expense Voucher shall be retained by the department.

For Cook County

For AFSCME Council 31

**Side Letter
Regarding Retiree Health Benefits**

The parties agree to discuss the subject of creating a County operated health plan for County retirees.

Chief Spokesperson Date
AFSCME Council 31

Chief Spokesperson Date
Employers

Side Letter
Regarding Temporary Disability Benefits

The parties agree to draft a mutually acceptable letter to the County Employees' and Officers' Annuity and Benefit Fund of Cook County with regard to the temporary disability issue raised in AFSCME Economic Proposal Number 11 concerning temporary disability benefits.

Chief Spokesperson Date
AFSCME Council 31

Chief Spokesperson Date
Employers

Side Letter
"Me Too" Clause

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

Chief Spokesperson	Date
AFSCME Council 31	

Chief Spokesperson	Date
Employers	